

## ORDER FOR SUPPLIES OR SERVICES (FINAL)

PAGE 1 OF

1

1. CONTRACT NO. N00178-10-D-6124		2. DELIVERY ORDER NO. N6339418F3005		3. EFFECTIVE DATE 2018 Mar 20		4. PURCH REQUEST NO. TBD		5. PRIORITY Unrated	
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 Russell Miller/0233 805-228-0624		CODE N63394		7. ADMINISTERED BY DCMA LOS ANGELES 16111 Plummer Street, Building 10, 2nd Floor North Hills CA 91343-2036		CODE S0512A		8. DELIVERY FOB DEST NATION OTHER (See Schedule if other)	
9. CONTRACTOR JSL Technologies, Inc. 1701 Pacific Avenue, Suite 270 Oxnard CA 93033		CODE 56L11		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL X SMALL DISADVANTAGED WOMEN-OWNED	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381		CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
	PURCHASE		Reference your _____ furnish the following on terms specified herein.						
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
JSL Technologies, Inc. <span style="background-color: black; color: red; padding: 2px;">(b) (6)</span> <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>									
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNT NG AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA  BY: /s/Joel C Walor		25. TOTAL \$12,018,115.34		26. DIFFERENCES	
				03/08/2018 CONTRACT NG/ORDER NG OFFICER					
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PR NTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MA L NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SH P NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VER FIED CORRECT FOR	
f. TELEPHONE		g. E-MA L ADDRESS		F NAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER		PARTIAL				35. BILL OF LAD NG NO.	
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER	
								42. S/R VOUCHER NO.	

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 1 of 72	FINAL
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## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	LABOR FOR BASE YEAR. PROVIDE ENGINEERING, SOFTWARE ENGINEERING, LAND-BASED FACILITIES, SHIPBOARD ENGINEERING, TEST & EVALUATION, SHIPBOARD EQUIPMENT REFURBISHMENT AND OTHER SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) IN SECTION C. SEE NOTE A. (Fund Type - TBD)	164658.1	LH	(b) (4)	(b) (4)	(b) (4)
7001		Holding CLIN for CLIN 7000. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.					\$28,000.00
7001AA	R425	Funding Document - 1300701771-0001 (RDT&E)	461.9	LH	(b) (4)	(b) (4)	(b) (4)

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002		Not Separately Priced. Data/Tech Data Requirements for BASE YEAR CLIN(s) 7000 and 9000 IAW the SOW. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7013(b)(1). The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7000 and 9000.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	LABOR FOR OPTION YEAR ONE. PROVIDE ENGINEERING, SOFTWARE ENGINEERING, LAND-BASED FACILITIES, SHIPBOARD ENGINEERING, TEST & EVALUATION, SHIPBOARD	165120.0	LH	(b) (4)	(b) (4)	(b) (4)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 2 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		EQUIPMENT REFURBISHMENT AND OTHER SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) IN SECTION C. SEE NOTE A & B. (Fund Type - TBD)					
		Option					
7101		Holding CLIN for CLIN 7100. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.					\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102		Not Separately Priced. Data/Tech Data Requirements for OPTION YEAR ONE CLIN(s) 7100 and 9100 IAW the SOW. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7013(b)(1). The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7100 and 9100.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	LABOR FOR OPTION YEAR TWO. PROVIDE ENGINEERING, SOFTWARE ENGINEERING, LAND-BASED FACILITIES, SHIPBOARD ENGINEERING, TEST & EVALUATION, SHIPBOARD EQUIPMENT REFURBISHMENT AND OTHER SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) IN SECTION C. SEE NOTE A & B. (Fund Type - TBD)	165120.0	LH	(b) (4)	(b) (4)	(b) (4)
		Option					
7201		Holding CLIN for CLIN 7200. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.					\$0.00

For Cost Type / NSP Items

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 3 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7202		Not Separately Priced. Data/Tech Data Requirements for OPTION YEAR TWO CLIN(s) 7200 and 9200 IAW the SOW. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7013(b)(1). The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7200 and 9200.	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	LABOR FOR OPTION YEAR THREE. PROVIDE ENGINEERING, SOFTWARE ENGINEERING, LAND-BASED FACILITIES, SHIPBOARD ENGINEERING, TEST & EVALUATION, SHIPBOARD EQUIPMENT REFURBISHMENT AND OTHER SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) IN SECTION C. SEE NOTE A & B. (Fund Type - TBD)	165120.0	LH	(b) (4)	(b) (4)	(b) (4)
		Option					
7301		Holding CLIN for CLIN 7300. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.				\$0.00	

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7302		Not Separately Priced. Data/Tech Data Requirements for OPTION YEAR THREE CLIN(s) 7300 and 9300 IAW the SOW. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7013(b)(1). The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7300 and 9300.	1.0	LO			NSP

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 4 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	LABOR FOR OPTION YEAR FOUR. PROVIDE ENGINEERING, SOFTWARE ENGINEERING, LAND-BASED FACILITIES, SHIPBOARD ENGINEERING, TEST & EVALUATION, SHIPBOARD EQUIPMENT REFURBISHMENT AND OTHER SUPPORT SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) IN SECTION C. SEE NOTE A & B. (Fund Type - TBD)	165120.0	LH	(b) (4)	(b) (4)	(b) (4)
		Option					
7401		Holding CLIN for CLIN 7400. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.					\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7402		Not Separately Priced. Data/Tech Data Requirements for OPTION YEAR FOUR CLIN(s) 7400 and 9400 IAW the SOW. The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7013(b)(1). The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7400 and 9400.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC - Travel/Materials for BASE YEAR. SEE NOTE C. (Fund Type - TBD)	1.0	LO	\$2,007,937.92
9001		Holding CLIN for CLIN 9000. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.			\$0.00
9001AA	R425	ODC in support of CLIN 7001 (RDT&E)	1.0	LO	\$0.00
9100	R425	ODC - Travel/Materials for Option Year One. SEE NOTE C. (Fund Type - TBD)	1.0	LO	\$2,062,170.21
		Option			

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 5 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101		Holding CLIN for CLIN 9100. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.			\$0.00
9200	R425	ODC - Travel/Materials for Option Year Two. SEE NOTE C. (Fund Type - TBD)  Option	1.0	LO	\$2,124,170.23
9201		Holding CLIN for CLIN 9200. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.			\$0.00
9300	R425	ODC - Travel/Materials for Option Year Three. SEE NOTE C. (Fund Type - TBD)  Option	1.0	LO	\$2,188,087.41
9301		Holding CLIN for CLIN 9300. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.			\$0.00
9400	R425	ODC - Travel/Materials for Option Year Four. SEE NOTE C. (Fund Type - TBD)  Option	1.0	LO	\$2,254,664.25
9401		Holding CLIN for CLIN 9400. Contractor shall invoice the following Priced SLINs IAW invoice instructions found in Section G.			\$0.00

#### **NOTE A: LEVEL OF EFFORT**

For labor items, Offerors shall propose man-hours mandated in Section L to perform requirements of the SOW provided for the period of performance in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government level of effort (LOE) estimate is: Base Period: 165,120; Option Period One: 165,120; Option Period Two: 165,120; Option Period Three: 165,120; and Option Period Four: 165,120 labor hours with a mandatory mix of labor categories shown in Section L. The applicable CLINs are: 7000, 7100, 7200, 7300, 7400

**NOTE B:** Option Items to which Option clause in Section I apply and which is to be supplied only if and to the extent the said option is exercised. The applicable CLINs are: 7100, 7200, 7300, 7400, 9100, 9200, 9300, and 9400.

#### **HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 6 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**(End of Text)**

#### **HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**(End of Text)**

#### **HQ B-2-0009 NOTE (CDRL)**

**NOTE A** - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

**(End of Text)**

#### **HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

NOTE: Fee paid is based on total fee dollars divided by the total man-hours to be provided.

#### **HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

(Applicable to CLINs 9100, 9200, 9300, and 9400)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 7 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

This entire task order is cost type.

CLINs 7000 - 7401 are Cost Plus Fixed Fee.

CLINs 9000 - 9401 are Cost Only.



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 8 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

**1.0 SCOPE.** This Statement of Work (SOW) is to provide engineering support services to the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, CA. The efforts required to meet the Governments minimum needs include engineering services to support software engineering, land based facilities, shipboard systems, test and evaluation, availability planning, mission module containers, and shipboard equipment refurbishment.

1.1 Background. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA) and carries out engineering, technical, logistics and leadership functions to conduct the In-Service Engineering Agent (ISEA) mission. The customer organizations served include the ships of the US Navy and Coast Guard, US Navy shore activities, and Foreign Military Sales (FMS).

### **2.0 APPLICABLE DOCUMENTS.**

2.1 IEEE/EIA 12207.0 and 12207.1 Standard for Information Technology

2.2 IPC/WHMA-A-610

2.3 ASME Y14.100

2.4 ANSI Y14.5M-1982

2.5 NAVSEA Standard Item 00932

2.6 NAVSEA TRS 1.1.0, 1.2.0 and 1.3.0

2.7 SECNAV 5239.3C DoN Cybersecurity Policy

2.8 OPNAV 5239.1C Navy Information Assurance (IA) Program

2.9 DoDI 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT)

### **3.0 REQUIREMENTS.**

3.1 Contractor shall provide Engineering, Software Engineering, Land Based Facilities, Shipboard Engineering, Test and Evaluation, and Equipment Refurbishment support services. Performance of work required will be provided by the Contracting Officer's Representative (COR) via a Technical Instruction (TI). Services are to support the following systems:

- Tomahawk Weapons Systems and All-Up Round (AUR)
- Harpoon Ship Command Launch Control System
- Naval Fires Control System (NFCS)
- Supporting Arms Coordination Center-Automation (SACC-A)
- Gun Weapons Systems
- Littoral Combat Ship (LCS) Systems, Fast Frigate Systems

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 9 of 72	FINAL
----------------------------------	-------------------------------------	-----------------	-------

- LCS Mission Modules
- DDG 1000 Combat Systems
- Coast Guard National Security Cutter and Patrol Craft Combat Systems
- MK 51 MOD 0 Gun Weapon System Munitions (LRLAP)

3.1.1 Primary work location is Port Hueneme, CA. The Contractor is responsible for PROVIDING ALL (100%) WORK spaces for employees at required work locations (i.e. Ventura County, CA; San Diego, CA; Norfolk, VA). It is estimated that 124,800 hours per year will be required in Ventura County; 30,720 hours per year in San Diego, CA; and 9,600hours per year in Norfolk, VA. Normal workdays are Monday through Friday (8 hours per day) except US Federal Holidays. The standard hours of operation for NSWC PHD Port Hueneme site personnel are 0730-1700 Pacific Standard Time. The standard hours of operation for remote site and travel destination work places are determined locally and may vary.

3.1.2 The Contractor shall develop and submit, to the COR, a financial report by the 10<sup>th</sup> day of each month. The final report for each contract period (base, option year 1, etc.) is due by no later than 60 calendar days after the end of each Period of Performance (PoP). At a minimum, the report shall contain a summary and detail page containing the following fields and the information shall be arranged by CLIN/SLIN and task. Fields for the summary page are: current and cumulative expenditures, ceiling, total funding received, balance of funding remaining, and estimate-to-complete (ETC). The detail page shall identify the current and cumulative labor hours expended by labor category, labor rate, and cost per TI.

3.1.3 The Contractor shall develop and submit, to the COR, a monthly status report identifying the work performed for the respective month arranged by TI, CLIN/SLIN, task, and personnel.

3.1.4 The Contractor shall develop and maintain a list identifying all personnel working under the task order, the effort each person is supporting, their security clearance, their employer, their Common Access Card (CAC) status, their location, if full time or part time, etc. The COR shall be notified via electronic mail (e-mail) no later than two business days after becoming aware that a Contractor employee is separating from the company and the personnel roster shall be updated and provided to the COR accordingly.

3.1.5 The Contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS (OCONUS). Trip requirements will be identified by the COR via TI, which will include the required transit time. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for Need to Know Certification and submit request to the COR for appropriate action. The Contractor shall maintain a working knowledge of the Foreign Clearance Guide for OCONUS travel.

3.1.6 Emergent travel shall be coordinated with the COR, prior to travel. The Contractor shall inform the COR via e-mail of the purpose of travel, Government point of contact (PoC), number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars. TI must then be revised and approved.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 10 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

3.1.7 In support of the SOW requirements, trips to San Diego, CA; Ventura County, CA; Corona, CA; Alameda, CA; Seattle, WA; Bangor, WA; Kingsbay, GA; Austin, TX; Mayport, FL; Pensacola, FL; Panama City, FL; Norfolk, VA; Dahlgren, VA; Washington DC; Moorestown, NJ; Pearl Harbor, HI; Patuxent River, MD; Newport, RI, Singapore; Sasebo, Japan; Bahrain; Guam; and Naples, Italy will be required. Below is an estimate of travel requirements and it's based on per option period (subject to change, based on task requirement which will be identified in a TI):

Location	Trips	Travelers	Days
San Diego, CA	40	1	4
San Diego, CA	25	1	5
San Diego, CA	15	2	7
San Diego, CA	46	1	10
San Diego, CA	24	2	14
San Diego, CA	20	1	15
San Diego, CA	3	1	20
San Diego, CA	4	1	24
San Diego, CA	2	2	27
San Diego, CA	2	3	56
Port Hueneme, CA from San Diego	4	1	2
Port Hueneme, CA from San Diego	10	1	4
Port Hueneme, CA from San Diego	20	1	10
Corona, CA	5	1	4
Corona, CA	10	1	5
Corona, CA	18	1	10
Alameda, CA	5	1	4
Alameda, CA	8	1	10
Seattle, WA	4	1	5
Bangor, WA	6	1	10
Kingsbay, GA	6	1	10
Austin, TX	2	1	5

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 11 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Mayport, FL	26	1	5
Mayport, FL	5	2	7
Mayport, FL	25	1	10
Mayport, FL	24	2	10
Pensacola, FL	19	1	10
Panama City, FL	20	1	4
Norfolk, VA	9	1	5
Norfolk, VA	6	2	7
Norfolk, VA	30	2	10
Norfolk, VA	1	3	13
Norfolk, VA	5	1	20
Dahlgren, VA	20	1	4
Washington, DC	41	1	4
Washington, DC	19	1	5
Washington, DC	9	1	7
Washington, DC	6	1	10
Moorestown, NJ	1	4	14
Pearl Harbor, HI	1	1	5
Pearl Harbor, HI	1	1	7
Pearl Harbor, HI	13	2	10
Pearl Harbor, HI	10	1	15
Patuxent River, MD	6	1	24
Newport, RI	25	1	10
Singapore	6	2	10
Sasebo, Japan	6	2	10
Bahrain	6	2	10

Bahrain	4	1	24
Guam	6	2	10
Naples, Italy	4	1	24

### 3.2 Engineering Support

3.2.1 The Contractor shall perform engineering analysis, assessments, investigations, distance support, and evaluations for Navy combat, weapon, and ancillary systems. Tasking will support ISEA, Test & Evaluation, design, and production efforts in technical areas related to safety, capabilities and limitations, training, testing, performance, functionality, compatibility, reliability, maintainability, supportability, logistics products and engineering sustainment support in resolving element or System integration issues. Issues include test observation and casualty reporting process. The Contractor shall provide support in the development of lab requirements and implementation.

3.2.2 The Contractor shall design, build, and modify data collection devices, emulators, simulators, data recording equipment, and other data transfer hardware/software for data collection. Install, operate, and remove data collection equipment for support of mission requirements.

3.2.3 The Contractor shall support flight testing for mission activities and events. Tasking will include attending and participating in test planning meetings, reviewing presentations and documents, supporting the Platform Test Coordinator (PTC) with team coordination, generating event summaries and post-mission reports, ensuring test objectives are met, providing recommendations for successful event execution based on historic events and resolution of any problems encountered, providing lessons learned, supporting the execution of test and evaluation events, and training the test team personnel.

3.2.4 The Contractor shall design, integrate, test, and evaluate Navy systems to ensure mission requirements are met. Support the rollout of technology refresh on shipboard systems.

3.2.5 The Contractor shall support development, update and maintenance of engineering analysis, data and documentation to support training products such as Front End Analysis, manning analysis in support of weapon and ship systems. Support working group, advisory board and technical exchange meetings to develop products, presentations and technical papers.

3.2.6 The Contractor shall provide distance support (DS) and the development of DS requirements for Combat System (CS) elements, Mission Modules, and Mission Systems. This will include the development and implementation of tools, processes and infrastructure for sustainment; investigate, develop and integrate architectures and processes with other related processes; provide design feedback at design reviews; determine organization roles and responsibilities for lifecycle management; and perform feasibility studies, testing, and certification for emerging tools. Support in the development of hardware and software for shipboard systems.

3.2.7 The Contractor shall test, troubleshoot, calibrate, repair, refurbish, securely store, make ready for issue, and transport 12 person Berthing Modules which are a 20 foot connex box and

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 13 of 72	FINAL
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weigh approximately 8,000 lbs. Current population is 10 berthing modules (may increase to 20). Contractor shall ship berthing modules from Contractor's secure storage facility nationally or infrequently internationally using best commercial practices.

3.2.7.1 The Contractor shall manufacture one (1) up to 10, 12 person berthing modules(s). Module(s) shall be 20 feet long and weigh approximately 8,000 lbs. (shall not exceed 8,500 lbs.). Refer to Attachment 1, 12 Person Berthing Module. Contractor shall securely store and transport modules.

3.2.8 The Contractor shall conduct analysis, technical investigations, and reporting to support fleet readiness initiatives and processes including conducting maintenance and sustaining engineering tasking.

3.2.9 The Contractor shall support readiness data and engineering information systems to collect, monitor and report readiness data which will include reliability, cost, maintenance, availability and felt operational data. Perform root cause and systems engineering investigation to develop engineering and maintenance solutions to improve readiness and reduce cost.

3.2.10 The Contractor shall support modeling and simulation of systems, processes, and data flows to optimize system and process performance, including modeling technical support to develop proposed information system or element architecture to improve fleet readiness and reduce Total Ownership costs and to optimize outcomes through modeling analysis and development.

3.2.11 The Contractor shall conduct performance analysis to support operational recommendations for sustaining fleet readiness including operational analysis of unit, class, ship performance trends and developing statistical models to predict performance.

3.2.12 The Contractor shall provide program, project, data, and system engineering management and analysis support. Tasking includes analyzing, reviewing data to help provide recommendations to sponsor and fleet representatives and support the development of presentations, schedules, white papers, strategies, and execution plans for program reviews; address action items; plan, coordinate and participate in meetings and conferences; and research, collect, and disseminate metric data.

### 3.3 Software Engineering Support

3.3.1 Contractor shall define and document the overall computer Software Development Plan (SDP) in accordance with Data Identification Number DI-IPSC-81427A. The Contractor shall follow this SDP for all computer software to be developed or maintained under this effort. The SDP shall describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this SOW. In this context, the term "life cycle model is as defined in Institute of Electrical and Electronics Engineers (IEEE) and Electronic Industries Alliance (EIA) Standard 12207.0. In accordance with the framework defined in IEEE/EIA Standard 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Standard 12207.0 does not prescribe how to accomplish the task, the Contractor must provide this detailed information so the Navy can assess whether the Contractor's approach is viable. The SDP shall contain the information defined by IEEE/EIA

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 14 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Standard 12207.1, Section 5.2.1 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Standard 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, at minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification. Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring and/or management of systems hardware and software will require an IT-I level access.

3.3.2 The Contractor shall develop expert systems that may include knowledge acquisition techniques, knowledge base development, model-based reasoning, domain knowledge representation, inference/rules engine and expert system shell best practices, rule set optimization, and human interface integration.

3.3.3 The Contractor shall perform software requirements analysis and validation that includes technical investigations, system documentation, testing, and quality assurance.

3.3.4 The Contractor shall develop or update software code, requirements, and design specifications to incorporate approved Engineering Change Proposals (ECPs) to include test and debug of the updated software. The Contractor shall develop software code in accordance with approved SDP, software requirement specifications, and software design specifications. The Contractor shall deliver source code, executable code, associated script files, and configuration files in accordance with Data Acquisition Document Number DI-IPSC-81488. The Contractor shall analyze Software Requirements Test Matrix provided by the Government to establish test coverage and to develop a risk matrix in accordance with Data Acquisition Number DI-MISC-81283. The Contractor shall develop test plans in accordance with Data Acquisition Document Number DI-NDTI-80566A.

3.3.5 The Contractor shall perform software configuration management (CM) for all programs/systems to include; build order request data entry, generate software/documentation transmittals, prepare software CM documentation, and enter return receipt data.

3.3.6 The Contractor shall develop, update, test, and validate software installation and security procedures used by ISEAs and shipboard personnel to support test events, installations, and responding to Fleet Tech Assists (FTA). The Contractor shall develop procedures, in accordance with Data Acquisition Document Number DI-ADMN-80239, to maintain Information Assurance (IA) security on shipboard and land base facilities and ensure procedures are validated for accuracy and maintainability to facilitate execution of those procedures by shipboard personnel.

3.3.7 The Contractor shall develop, modify, and maintain shipboard and laboratory certification and accreditation (C&A) packages for Navy systems to obtain and/or maintain an Interim Authority to Operate (IATO) and/or Authority to Operate (ATO).

3.3.8 The Contractor shall perform monthly scan of the information systems, conduct risk and vulnerability assessments of planned and installed information systems to identify vulnerabilities, risks, and protection needs. The Contractor shall conduct systems security evaluations, audits, and reviews and develop systems security contingency plans and disaster recovery procedures, in accordance with Data Acquisition Document Number DI-ADMN-80239. The Contractor shall implement programs to ensure that systems, network, and data users are aware of, understand, and adhere to systems security policies and procedures. The Contractor

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 15 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

shall assess security events to determine impact and implementing corrective actions; and/or ensure the rigorous application of information security/ information assurance policies, principles, and practices in the delivery of all IT services.

3.3.9 The Contractor shall perform security engineering analysis and documentation reviews to validate Government IA policies, procedures, and ensure cyber security requirements are met. The Contractor shall ensure development of system accreditation/certification documentation by reviewing and endorsing such documentation and recommending action to the Designated Approval Authority (DAA).

3.3.10 The Contractor shall act as Agile Scrum Master to facilitate In-Service-Engineering teams executing hardware engineering, software development and installation execution tasking using Agile Scrum processes. The Contractor shall facilitate daily Scrum meetings, assist in creating and organizing backlogs to ensure planned tasks are executed and completed on schedule. The Contractor shall coordinate the sprint backlog scrub, sprint planning, and sprint retrospective meetings to ensure teams focus on the priority tasks to be accomplished during the sprint. The Contractor shall document Agile Scrum business rules to be implemented across multiple scrum teams and facilitate the incorporation of lessons learned to ensure teams can complete more tasking efficiently.

3.3.11 The Contractor shall provide Agile Scrum training to the scrum teams on the software tools (JIRA and Confluence) hosted on the government servers and used by the scrum teams. Training shall include Agile Scrum introduction, application of Scaled Agile Framework (SAF) in an ISEA environment, and application of JIRA Agile and Confluence to support ISEA work.

### 3.4 Land Based Facilities Support

3.4.1 Equipment is installed in various facilities (known as land based facilities) to replicate shipboard environments, technologies, and configurations. The facilities are used to conduct training events, perform tests to verify equipment and software performance, conduct research and analysis, etc. Engineering, technical and planning services are required to maintain equipment operation and to the correct configuration, maintain the necessary capabilities of the facility and equipment, and install upgrades. Examples of facilities are Surface Warfare Engineering Facility Port Hueneme, CA; Center for Surface Combat Systems (CSCS) Point Loma, CA; CSCS Dam Neck, VA; Tomahawk Training Facility (TTF) Kings Bay, GA; and TTF Bangor, WA, Mission Package Support Facility, Surface Combat Systems Center Wallops Island, VA.

3.4.2 The Contractor shall design, build, and provide prototype(s), procedures, and technical documentation. Prototypes include hardware, software, and supporting technical documentation.

3.4.3 The Contractor shall operate and maintain systems and equipment and install, de-install, upgrade, and relocate/remove equipment. Perform replication, testing, and verification of total system functionality; procurement, packaging and shipping material to facility locations; performing cable fabrication, installation, checkout, and connectorization of system and interfaces; and update drawings and document changes.

3.4.4 The Contractor shall properly handle and destroy cryptographic key material and equipment.



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 16 of 72	FINAL
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3.4.5 The Contractor shall conduct site surveys for system and equipment installations, upgrades, and modifications.

3.4.6 The Contractor shall research, identify, analyze, and recommend replacement parts for obsolete or outdated parts.

3.4.7 The Contractor shall develop and maintain documentation for any respective land based facility.

3.4.8 The Contractor shall conduct training, develop and provide training material and documentation for newly installed and/or upgraded equipment and systems in the training facilities, including classroom environment.

### 3.5 Shipboard Engineering Support

3.5.1 The Contractor shall go onboard ships and/or submarines to operate and maintain systems and equipment. Support includes installing, upgrading, procuring material, conduct tests to verify system/equipment functionality, troubleshoot system/equipment, repair failures, and assist the ship's crew or technical teams in identifying anomalies.

3.5.2 The Contractor shall review, develop, and update documentation for a shipboard event.

3.5.3 The Contractor shall process and review anomaly reports and databases for trends and commonalities.

3.5.4 The Contractor shall provide technical support services for shipboard events including on-site liaison services, meeting participation, briefing ships force and combat systems civilian personnel, preparing and submitting security clearances, preparing presentations, and corresponding with Government personnel.

3.5.5 The Contractor shall identify and recommend replacement parts for obsolete or outdated parts. Tasking entails research and analysis.

3.5.6 The Contractor shall conduct training for newly installed/upgraded equipment/systems and develop and provide training material/documentation.

### 3.6. Not Used

### 3.7 Test and Evaluation Support

3.7.1 The Contractor shall provide test support for Developmental Test (DT), Operational Test (OT) and Combat Systems Ships Qualification and Test (CSSQT) that may include creating/maintaining security access lists, scheduling industrial equipment and transportation, and project management.

3.7.2 The Contractor shall provide technical test support for ship and shore sites that may include: developing test objectives, test scenarios, test plans, test reports, white papers and briefings; planning and tracking of actions and milestones; project planning/management; establishing and tracking program metrics; Earned Value Management System (EVMS); participating in meetings; documenting, analyzing and adjudicating Test Observation Reports (TORs) and other anomalies; managing the TORs/issues database; leading and supporting test

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 17 of 72	FINAL
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teams; and serving as the single point of contact (SPOC).

3.7.3 The Contractor shall coordinate, plan, participate, and support flight testing for mission activities and events. Tasking may include attending and participating in test planning meetings, reviewing presentations and documents, supporting the Platform Test Coordinator (PTC) with team coordination, generating event summaries and post-mission reports, ensuring test objectives are met, providing recommendations for successful event execution based on historic events and resolution of any problems encountered, providing lessons learned, supporting the execution of test and evaluation events, and training the test team personnel.

3.7.4 The Contractor shall assess CS performance for suitability impact to key system attributes and key performance parameters. Assessment shall be against Capabilities Development Document (CDD), Test and Evaluation Master Plan (TEMP) requirements, Measures of Effectiveness (MOEs), Measures of Performance (MOPs), and Critical Operation Issues (COIs). Tasking may entail planning, executing, analyzing, and reporting suitability phases of CS elements; documenting/capturing data required to characterize and evaluate system performance per the Suitability Plan; supporting system design and development; serve as a logistics interface to systems engineering working groups and teams; support the development/modification of Requirements/Blackout matrix (Measures of Performance); and coordinate with other agencies the tracking of suitability issues and data collection to avoid redundant work/testing.

### 3.8 Equipment Refurbishment

3.8.1 The Contractor must have the facilities, workforce and all equipment and tools required to accomplish the refurbishment, upgrade, and assembly of equipment for installation onboard Navy vessels. Facilities may require specialized tools, materials, test equipment, as well as, on-site capability for fabricating specialized gears and performing heat treatments, testing and the hardening of specialized bearings, housings and shafts in support of maintaining and overhauling. Efforts include: the receipt and inspection, in accordance with “best Industry engineering practices,” of material provided by the Government; the disassembly of populated equipment and storage of removed parts for future use or return to the Government; clean, repair, and refurbishment of equipment in preparation for system assembly; and the installation, assembly and system build effort required to upgrade the equipment to the required revision level per Government provided drawings.

3.8.2 The Contractor shall provide inspection and test records for each fabricated tool and component, in accordance with Data Acquisition Document Number DI-MISC-80508B. In general, the Tactical Tomahawk Weapon Control System (TTWCS) is built to MIL-STD-810G (Environmental Engineering Considerations) and SSP OD61988 (Submarine Environment, IF, Security, and Safety). Inspection will not need to be responsible for testing to this standard, only testing in accordance with it and best Industry engineering practices to determine if the returned equipment designated for re-use could be considered “like new” for a Navy sheltered environment. This includes inspection for damage, scratches/dents, corrosion, bending, and such done after its original manufacture. TTWCS has created inspection and QA procedures documenting internal Government processes. When inspecting designed parts controlled by engineering drawings, cable inspection shall be made to IPC/WHMA-A-610. Drawings shall be to ASME Y14.100. Dimensions and tolerances of measurements of parts shall be to ANSI Y14.5M-1982.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 18 of 72	FINAL
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3.8.3 Services shall be performed at Government facilities which include Port Hueneme, CA, San Diego, CA, and Norfolk, VA; or be performed at Contractor facility local to Port Hueneme. Contractor's facility shall be large enough to accommodate equipment disassembly, preparation, assembly, retrofit; storage of Government Furnished Equipment (GFE), parts removed during disassembly, and tools and equipment to perform the SOW requirements. Contractor facility shall have the necessary material movement pathways, staging areas and building access openings to accommodate the shipping and receiving of large and heavy items which may require a hand truck or forklift. At a minimum, a facility size of 15,000 square feet, located within 20 miles of Naval Base Ventura County, Port Hueneme, for prompt access to facility.

3.8.4 The quantities of equipment delivered within each shipment to the Contractor will vary based on when ships will be available for upgrade. Estimate thirty-six upgraded equipment outgoing deliveries per Fiscal Year (FY) (Oct-Sep), at an average rate of three per month. The Government may require surge deliveries of up to six within a one month period with no more than two surge deliveries per FY.

3.8.5 The Contractor shall perform equipment receipt and inspection, in accordance with ISO 9001 standard (no certification is required), prior to tear down per Government provided list of retrograde (reused) material. Contractor shall inspect equipment painting and plating per NAVSEA qualified corrosion proofing and paint services, which shall adhere to NAVSEA STD Item 00932 and NAVSEA TRS 1.1.0, 1.2.0 and 1.3.0 and the NST Center website at: <http://www.nstcenter.biz/milspecs.aspx>, unless otherwise specified. Contractor shall identify damaged or missing materials and electronics. Any equipment damage found shall be reported via e-mail and/or telephone on the same day or within 24 hours of discovery to the Government representative identified in the TI. Any missing retrograde components shall be reported in a similar manner. All equipment serial numbers shall be logged and reported via e-mail. Any issues above and beyond minor cosmetic damage shall be reported to the Government via e-mail and/or telephone.

3.8.6 The Contractor shall remove assemblies, circuit cards, wiring, cables, slides, and other miscellaneous hardware in order to bring the equipment down to the component level. All parts identified by the Government as retrograde shall be stored and tracked by the Contractor for later re-use (retrograde) during equipment assembly or shipment back to a Government facility. All retrograde and non-retrograde parts removed from the equipment, not identified for immediate reuse, shall be packaged in accordance with commercial best practices and shipped to a Government specified facility; shipment shall be performed at least monthly. Failed parts, not included in the shipment, shall be disposed by the Contractor upon Government's written authorization.

3.8.7 The Contractor shall inspect and verify structural integrity of the equipment, repair any out of tolerance equipment and drawer alignment issues, as well as damaged or out of tolerance screw holes per Government provided drawings. Retrograde equipment, identified by the Government, shall be sandblasted according to best commercial practices.

3.8.8 Upon Government's written approval of the refurbished equipment condition, reassemble equipment with retrograde and new GFE per applicable Government drawings and procedures. Assembly will include retrograde material previously set aside as well as new GFE provided by

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 19 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

the Government. Upon Government's written approval, the Contractor shall dispose of any failed parts.

3.8.9 Quality assurance (QA) shall be performed at all stages of equipment assembly using best commercial practices. Documentation of QA procedures shall be in accordance with ISO 9001 standards (no certification is required) and provided it to the Government for review.

3.8.10 The Contractor shall electrically test newly assembled equipment per Government provided procedures. Procedures are system specific and will be provided to the Contractor upon task requirement. This includes, but is not limited to: power-up testing, basic network testing, and appropriate loopback testing within the Operating Environment software. No special training or certificate is required to perform these tests, other than basic mechanical, electrical, and computer knowledge.

3.8.11 The Contractor shall securely store completed refurbished equipment which passed inspection and testing in Contractor's facility. Access to equipment shall be limited to the personnel assigned to the refurbishment and assembly effort of this task order. The Contractor shall submit to periodic Government quality inspection based on their estimate to ensure maximum build efficiency and reduce unnecessary build-up downtime.

3.8.12 Following the completion of assembly and testing, the Contractor shall ship the completed equipment to a Government identified location, one month prior to the required need date. Equipment will be quality inspected by the Government upon arrival and may require on-site Contractor support to address any quality issues and defects if the schedule does not support returning the Tomahawk Equipment Cabinet (TEC) to the Contractor facility. Packaging and crating of finished equipment shall be done in a manner consistent with commercially accepted practices.

3.8.13 Some items require special packaging, markings and shipping instructions (i.e. some items may be boxed and shipped, others may need to be palletized and "air-ride" truck transfer). Deliveries to each ship or Government identified location shall identify the applicable Program Manager Representative (PMR), attention NAVSEA representative, ship name and ship hull number marked on the outside of each package. For each delivery, the Contractor shall consult with the Government representative identified in the TI, before mailing any package that might enter a foreign postal or parcel system. The Government will provide the Contractor with appropriate delivery addresses, "mark to" information and delivery carriers. Shipments shall be made using commercially accepted practices.

3.8.14 The Contractor shall maintain detailed records of inventory, received-at and shipped-from Contractor's facility and other storage locations (if required) in accordance with Data Acquisition Document Number DI-MGMT-80442. Weekly inventory reports shall be sent to the Government identifying the part description, part number, serial number (where applicable), national stock number (NSN) (if applicable), unit of measure, quantity, and general location, as well as any other required information requested by Government related to the refurbishment effort and the parts associated to this effort.

## **NSWC PHD - POST AWARD MEETING**

(a) A Post Award Meeting with the successful Offeror will be conducted within 15 working days

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 20 of 72	FINAL
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after award of the contract. The meeting will be held (TBD at contract award).

(b) The Contractor will be given at least five working days' notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

## **WAGE DETERMINATION**

The Department of Labor current Wage Determination for Ventura, California, Wage Determination (WD) No. 2015-5625 Revision No. 2 is provided as Attachment 2 to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

## **HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

## **HQ C-1-0008 ITEM(S) 7000, 7100, 7200, 7300, 7400 - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)**

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated

amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

## **HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other Prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 21 of 72	FINAL
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the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

#### **HQ C-2-0005 ACCESS TO VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information: (1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship. (i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions. (iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established. (iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant. (2) Contractor's plan for ascertaining citizenship and for screening employees for security risk. (3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO. (4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP. (5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 22 of 72	FINAL
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circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas. (g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

(End of Text)

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-17-R-3058.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215- 8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 23 of 72	FINAL
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**(End of Text)**

**HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALT II (NAVSEA) (SEP 2009)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for:

(1) The specifications set forth in Section C.

(2) Government specifications, including drawings and other Government technical documentation

which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c) (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the Contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 24 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a Prime Contractor or as a subcontractor, or as a consultant to a Prime Contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 25 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

NOTE: The Contractor Shall report all Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NSWC PHD via a secure data collection site. The Contractor is required to completely fill in all required data fields

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 26 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

using the following web address: <https://doncmra.nmci.navy.mil>

(End of Text)

#### **HQ C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

#### **HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the Contractor believes that any contract contains outdated or different versions of any specifications or standards, the Contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The Contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The Contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

#### **HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support Contractor, hereinafter referred to as "the support Contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:  
The support Contractor not disclose any information;

(1) Individual employees are to be instructed by the support Contractor regarding the sensitivity of the official contract files;

(2) The support Contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the Period of Performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(3) In addition to any other rights the Contractor may have, it is a third party beneficiary who has

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 27 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

the right of direct action against the support Contractor, or any person to whom the support Contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the Contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support Contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other Contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room Contractor. (Please contact Director, E Business Division for Contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 28 of 72	FINAL
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## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract, unless otherwise specified.

### **HQ D-1-0001 PACKAGING OF DATA (Applicable to CLINs 7100, 7300, 7500, 7700 and 7900)**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 Dated 28 March 2013.

### **HQ D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)**

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY

FMS CASE

REQUISITION NO.

ITEM DESCRIPTION

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

(End of Text)

### **HQ D-2-0008 MARKING OF REPORTS (NAVSEA)(SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 29 of 72	FINAL
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LITTORAL & STRIKE WARFARE DEPARTMENT,

Attention: (Name of Individual Sponsor)

Naval Surface Warfare Center, Port Hueneme Division  
Port Hueneme, CA 93043-4367

(End of Text)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 30 of 72	FINAL
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## **SECTION E INSPECTION AND ACCEPTANCE**

**All provisions and clauses in SECTION E of the basic contract apply to this task order unless otherwise specified.**

### **CLAUSES INCORPORATED BY FULL TEXT**

**HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA** (Applicable to CLINs 7002, 7102, 7202, 7302 and 7402)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Item(s): Labor CLINs 7000, 7100, 7200, 7300, 7400

ODCs CLINs 9000-9400

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 31 of 72	FINAL
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## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	3/20/2018 - 3/19/2019
7001AA	3/20/2018 - 3/19/2019
9000	3/20/2018 - 3/19/2019
9001AA	3/20/2018 - 3/19/2019

## CLIN - DELIVERIES OR PERFORMANCE

### HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

The periods of performance for the following Items are as follows:

7000	3/20/2018 - 3/19/2019
7001AA	3/20/2018 - 3/19/2019
9000	3/20/2018 - 3/19/2019
9001AA	3/20/2018 - 3/19/2019

The periods of performance for the following Option Items are as follows:

7100	3/20/2019 - 3/19/2020
7200	3/20/2020 - 3/19/2021
7300	3/20/2021 - 3/19/2022
7400	3/20/2022 - 3/19/2023
9100	3/20/2019 - 3/19/2020
9200	3/20/2020 - 3/19/2021
9300	3/20/2021 - 3/19/2022
9400	3/20/2022 - 3/19/2023

(End of Text)

### HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 32 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 33 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified.

**SYSTEM FOR AWARD MANAGEMENT (SAM)** – The contractor must be registered in SAM in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor’s registration lapse.

## CLAUSES INCORPORATED BY REFERENCE

252.204-0002 Line Item Specific: Sequential ACRN Order SEP 2009

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

### **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS

252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 34 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COST VOUCHER

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N62877
Issue By DoDAAC	N63394
Admin DoDAAC	N63394
Inspect By DoDAAC	N63394
Ship To Code	N63394
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N63394
Service Acceptor (DoDAAC)	N63394
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 35 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Contracting Officer's Representative: Maria Ortiz [Maria.Ortiz3@navy.mil](mailto:Maria.Ortiz3@navy.mil)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. KAREN DAWLEY at phone number (805)228-0921 or email [karen.dawley@navy.mil](mailto:karen.dawley@navy.mil).

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

#### **HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

\*

\* To be completed by the contractor if the contractor's administration address is different.

#### **HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA) (APR 2015)**

Maria Ortiz

NSWC PHD L Department

BUILDING 1388

Port Hueneme, CA 93043-4367

TEL: (805)228-8489

EMAIL: maria.ortiz3[@navy.mil](mailto:maria.ortiz3@navy.mil)

#### **HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE**

CONTRACTING OFFICER

NSWC PORT HUENEME DIVISION

ATTN: Joshua Tuxhorn

4363 MISSILE WAY

PORT HUENEME, CA 93043-4367

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 36 of 72	FINAL
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TEL: 805-228-7839

EMAIL: [joshua.tuxhorn@navy.mil](mailto:joshua.tuxhorn@navy.mil)

CONTRACT SPECIALIST

NSWC PHD

ATTN: Russell Miller

Port Hueneme, CA 93043-4367

TEL: 805-228-0624

EMAIL: Russell.miller@[navy.mil](mailto:navy.mil)

Accounting Data

SLINID	PR Number	Amount
7001AA	130070177100001	28000.00

LLA :

AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004435487

N0002418WX02602

APPN: RDT&E FED: 9/30/19 WCD: 9/30/19

PARA. 3.2.12

TI-18F3005-BASE-01

BASE Funding 28000.00

Cumulative Funding 28000.00

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 37 of 72	FINAL
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### TRUSTWORTHY STATEMENT

In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual, Chapter 6, Section 6-6, Paragraph 2b and 2c, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 dated 31 July 2008, the contractor shall ensure that all individuals performing work on behalf of the government have a current, favorably adjudicated Background Investigation (BI) of the appropriate level. Individuals that require IT-I level access to sensitive DoD and DoN IT systems require a favorable adjudication of a Position of Trust Single Scope Background Investigation (PT/SSBI) and individuals that require IT-II level access require a favorable adjudication of a Position of Trust Tier 3 investigation (PT/T-3). Requests for position of trust background investigations must be submitted to OPM by the NSWC PHD Security Office. Point of contact is the Personnel Security Specialist, (805) 228-7196.

The contractor shall prepare a monthly personnel roster of individuals performing work on behalf of the government. The reporting period shall be within 30 calendar days after effective date of order. Subsequent reports shall be submitted monthly thereafter, not later than the 10<sup>th</sup> day of the reporting month.

### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification

Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 38 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

#### **5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232- 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE \$ \$ H-10

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 39 of 72	FINAL
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(End of Text)

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

H-99

(b) Technical instructions must be within the general scope of work stated in the contract.

Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

#### **5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)**

The Government will provide only that property identified in an attachment in Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract:

( End of Text)

#### **5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 40 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of 825,600 direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 3,175 hours per week. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 41 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

## SAVINGS INITIATIVES

(a) The following cost savings initiatives are required under this Task Order based on Contractor Proposal in response to Solicitation No. N00024-17-R-3058.

(b) (4)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 42 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

**The following Clauses are incorporated by reference**

## SECTION I CONTRACT CLAUSES

52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-19	Compliance with Environmental Management	MAY 2011
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
252.203-7004	Display of Hotline Posters	JAN 2015
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994
252.223-7003	Change in Place of Performance-Ammunition and Explosives	DEC 1991
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.244-7001	Contractor Purchasing System Administration	MAY 2014
5252.223-9000	DON ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES	(OCT 1997)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.217-9 -- Option to Extend the Term of the Contract.

(a) The Government may extend the term of this contract by written notice to the Contractor within 12 months provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause,

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 43 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

shall not exceed six years.

(End of Clause)

## **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

(1) Program Manager	\$111.52
(2) Sr. Engineer	\$102.23
(3) Engineer	\$83.64
(4) Engineering Tech I	\$65.06
(5) Engineering Tech II	\$59.48
(6) Engineering Tech III	\$53.90
(7) Software Engineer	\$92.94
(8) Systems Engineer	\$89.22
(9) Sr. Field Engineer	\$83.64
(10) Field Engineer	\$74.35
(11) Sr system analyst	\$83.64
(12) Systems Analyst	\$74.35
(13) Computer analyst	\$74.35
(14) Configuration Analyst	\$65.06
(15) Sr. Management Analyst	\$74.35
(16) Management Analyst	\$65.06
(17) Laborer / Helper	\$33.46
(18) Install Tech I	\$68.77
(19) Install Tech II	\$61.34
(20) Maintenance Trade Helper	\$29.74
(21) Welder	\$46.47
(22) Technical Writer	\$87.36
(23) Principal Sr. Spec II	\$92.94
(24) Agile Scrum Master	\$102.23

## **STATEMENT OF CORRELATION – DOL WAGE CATEGORIES**

The above represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 44 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

(End of clause)

## **252.227-7013 Rights in Technical Data--Noncommercial Items.**

As prescribed in [227.7103-6\(a\)](#), use the following clause:

### **RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)**

(a) *Definitions.* As used in this clause—

- (1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
  - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
  - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 45 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not,

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 46 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 47 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS);



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 48 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#),

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 49 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions

would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 51 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

#### LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 52 of 72	FINAL
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named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 53 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 54 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

#### ALTERNATE I (JUN 1995)

As prescribed in [227.7103-6](#)(b)(1), add the following paragraph (l) to the basic clause:

##### (l) *Publication for sale.*

(1) This paragraph only applies to technical data in which the Government has obtained unlimited rights or a license to make an unrestricted release of technical data.

(2) The Government shall not publish a deliverable technical data item or items identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such data on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such data or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the data are reasonably available to the public for purchase.

#### ALTERNATE II (MAR 2011)

As prescribed in [227.7103-6](#)(b)(2), add the following paragraphs (a)(17) and (b)(7) to the basic clause:

(a)(17) "Vessel design" means the design of a vessel, boat, or craft, and its

components, including the hull, decks, superstructure, and the exterior surface

shape of all external shipboard equipment and systems. The term includes designs covered by 10 U.S.C. 7317, and designs protectable under 17 U.S.C. 1301, *et seq.*

(b)(7) *Vessel designs.* For a vessel design (including a vessel design embodied in a useful article)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 55 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

that is developed or delivered under this contract, the Government shall have the right to make and have made any useful article that embodies the vessel design, to import the article, to sell the article, and to distribute the article for sale or to use the article in trade, to the same extent that the Government is granted rights in the technical data pertaining to the vessel design

**252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (FEB 2014)**

(a) *Definitions.* As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 56 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 57 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 58 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 59 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

*(2) Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

*(3) Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 60 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 61 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 62 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_  
-----

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 63 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Contractor Name  
Contractor Address  
Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No.  
Contractor Name  
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 64 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 65 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

ALTERNATE I (JUN 1995)

As prescribed in [227.7203-6\(a\)\(2\)](#), add the following paragraph (l) to the basic clause:

(l) *Publication for sale.*

(1) This paragraph only applies to computer software or computer software documentation in which the Government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation.

(2) The Government shall not publish a deliverable item or items of computer software or computer software documentation identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such software or documentation on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such software or documentation, or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 66 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published software or documentation.

(3) This limitation on the Government's right to publish for sale shall continue as long as the software or documentation are reasonably available to the public for purchase.

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of  
Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software	Name of Person
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CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 67 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

to be Furnished With Restrictions* (LIST)*****	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Asserting Restrictions***** (LIST)
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\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

## 52.232-22 -- Limitation of Funds. (Apr 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 68 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 69 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 70 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 825,600 man-hours of direct labor per year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of Approximately 4349 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the

CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 71 of 72	FINAL
----------------------------------	-------------------------------------	------------------	-------

Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period;

(2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office.

The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Clause)



CONTRACT NO. N00178-10-D-6124	DELIVERY ORDER NO. N6339418F3005	PAGE 72 of 72	FINAL
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## SECTION J LIST OF ATTACHMENTS

12 Person Berthing Module

Wage Determination

Cost Summary Format

Supporting Cost Data

DCAA Rate Check

Sample Staffing Plan

QASP

Past Performance Questionnaire

Previous Contracting Effort

Government Furnished Property

Certificate of Non-Disclosure

DD 254

CDRLs

DIDs